

**ORIGINAL**

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**RECEIVED**  
OFFICE OF THE PUBLIC AUDITOR  
PROCUREMENT APPEALS

JUL 24 2008

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BY: AC  
FILE No. OPA-PA 08-011

PROCUREMENT APPEAL

In the Appeal of	)	NOTICE OF APPEAL ("Second Appeal")
	)	
TOWN HOUSE DEPARTMENT STORES,	)	
INC., dba	)	
ISLAND BUSINESS SYSTEMS	)	DOCKET NO. OPA-PA <u>08-011</u>
& SUPPLIES,	)	
APPELLANT	)	
_____	)	

APPELLANT INFORMATION

Name: Town House Department Stores, Inc., dba Island Business Systems & Supplies ("IBSS")

Mailing Address: P.O. Box 7, Hagåtña, Guam 96932

Business Address: 545 Chalan Machaute (Route 8 @ Biang St), Maite, Guam 96910

Daytime Contact No.: Raul Del Valle, Acting General Manager (671) 477-7454

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APPEAL INFORMATION

Purchasing Agency: Guam Public School System ("GPSS")

Number of Procurement: There was no procurement, simply a contract entitled "Document Services Agreement Renewal Amendment", identified as "Amendment Number 17" ... "to provide Services ("Services") to

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you [GPSS] under the Agreement Number 7002364 (“the Agreement”) between you and Xerox”, signed by GPSS December 16, 2004, and Xerox December (?) 21, 2004.

The decision being appealed is a denial of IBSS’ Protest by GPSS, which denial is dated July 22, 2008<sup>1</sup>.

Appeal is made from protest of method, solicitation or award, of date December 4, 2007<sup>2</sup>.

Names of competing bidders, offerors, or contractors known to Appellant:

On information provided by GPSS in response to Appellant’s protest, Xerox Corporation is the contractor under the apparently unsolicited contract. Appellant does not know if, in fact, Xerox entered a bid or secured a properly procured award.

#### STATEMENT OF GROUNDS FOR APPEAL

##### A. FACTUAL CONTEXT and CHRONOLOGY:

This appeal comes back before the Public Auditor, arising from Appeal No. OPA-PA-08-003 filed February 7, 2008 (herein referred to as the “original Appeal”). In the original Appeal, the Public Auditor determined that she “does not have the jurisdiction to hear IBSS’ appeal at this time because GPSS has failed to produce a decision on IBSS’ December 4, 2007 protest”, and so dismissed the original Appeal on July 11, 2008, with directions to GPSS to render a decision on IBSS’ protest, referencing IBSS’ statutory right to appeal any such decision back to the Public Auditor withing fifteen days of such decision. This Appeal from GPSS’ July 22, 2008 Response to Protest denying IBSS’ protest is timely brought.

In the original Appeal, IBSS and GPSS submitted argument and evidence going to the substance of the IBSS’ complaint and protest, to wit, that GPSS had procured and/or was procuring copiers improperly. On March 6, 2008, IBSS requested a decision on the record submitted, and on March 7, 2008, GPSS entered its formal No Objection “to Appellant’s waiver of hearing request and further concurs that this matter be decide [sic] based on records submitted, to include GPSS’ move to dismiss as Appellant has not provided any proof that they have met the right to protest as outlined in 5 G.C.A. §5425.”

IBSS asks the Public Auditor to take judicial notice, for purposes of collateral estoppel, judicial

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<sup>1</sup> Copy of which is attached hereto.

<sup>2</sup> See record of Public Auditor Appeal No. OPA-PA-08-003 for copy of Protest.

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economy and otherwise (including conflicts checks), of, and IBSS hereby reiterates and incorporates by reference, all the matters submitted in the original Appeal file, including the undisputed facts and chronology specified in the Notice of Appeal, the Procurement Record (including supplements), the Agency Report and Appellant's Comment on the Agency Report, and Appellant's Waiver of Request for Hearing, as well as the legal arguments and authorities therein. As such, IBSS will not repeat in this document all its arguments as to why the contract, and all its antecedent contracts and renewals and modifications and amendments constituted an improper procurement or procurements. Please refer to the original Appeal documents for those arguments.

#### B. GPSS' RESPONSE TO PROTEST:

As noted above, in GPSS' "No Objection" in the original Appeal, GPSS claimed that IBSS' protest was stale and therefor should be denied, without consideration of the substance of IBSS' complaint.

This pithy argument was originally made in its Agency Report<sup>3</sup> wherein GPSS said simply that:

"GPSS further moves for dismissal ... as Appellant has filed a protest almost three years into an existing contract.... 4 [sic] GCA § 5425 is very clear; a protest must be filed *within 14 days of award*. If Appellant's case is entertained every contract within the government of Guam would be open to challenge, in essence creating an administrative nightmare." (See original Appeal Agency Report, paragraph (g). Italics added.)

With full knowledge of all the evidence and arguments presented in the original Appeal, GPSS' Response to Protest does not deviate from nor add to its position made in the original Appeal. It merely cites its regulations to the effect that protests must be filed within 14 working days after the protestor knows or should have known of the facts giving rise thereto, and 5 G.C.A. § 5425(a), which is to the same effect, then concludes:

"A protest filed in the third year of a five year contract is well beyond the fourteen working days which GPSS Procurement Rules and Regulations permit and well beyond the number of days permitted by statute.... If GPSS began the practice of entertaining protests more than two years after a contract is signed ... *the whole system would go into a state of chaos*.... In the case at hand, IBSS has not filed a timely Protest and therefore, the Protest is denied." (Italics added for ironic effect.)

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<sup>3</sup> See original Appeal record.

There has, though, been a subtle factual shift in GPSS' stance. In the original Appeal, as quoted above, the statement was made that protests must be filed within 14 days of "award". GPSS has made no reference to any award in its Response to Protest, referencing only the long lapse since the *contract* was signed.

GPSS made no attempt to claim that the contract was properly procured, but neither did it admit the procurement was illegal or improper. This subtle shift underlines the complete lack of any evidence that the copier business was ever properly procured, that the contract was ever cloaked in the garb of a proper procurement award.

GPSS expressed its intention to run out the contract, legal or not.

### C. LAW and ARGUMENT:

By emphasising the lapse of time between IBSS' formal Notice of Protest and the date the Xerox contract was signed, GPSS attempts to gloss over the relevant law. The law does *not* state that a protest must be filed within 14 days of signing the contract, or in any other number of days. Indeed, there is *no limit* placed on the number of days within which a protest can be brought.

The relevant law states that a protest must be brought by an aggrieved person within 14 days "**after such aggrieved person knows or should know of the facts giving rise thereto**". (5 G.C.A. § 5425(a). Bold emphasis added.)

An aggrieved person includes any "prospective bidder... who *may* be aggrieved in connection with the method of source selection, solicitation or award of a contract". (*Id.* Italic emphasis added.)

Thus, a bidder who protests a bid without any reason to believe that it was aggrieved should not be entitled to maintain a protest, and might be found to have filed a frivolous claim<sup>4</sup>. Allowing the instant action to proceed would not lead to the chaos that GPSS fears, because only persons who may be aggrieved can maintain a protest, which, assuming the government abides by the procurement processes, should be a relatively small number of bidders.

The only facts that are relevant to trigger the 14 day filing limit are the facts that show or suggest a wrongful act or an impropriety that actually aggrieved the prospective bidder, i.e., "the facts giving rise thereto". It is not the belief that a bidder *may* be aggrieved that triggers the 14 day period, it is the condition that such *possibly* aggrieved person must know or should know of *the*

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<sup>4</sup> See, 5 G.C.A. § 5426(b)(7) regarding the power of the Public Auditor to suspend or disbar one who files a frivolous protest to her.

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*facts giving rise* to such belief.

Without any such *conditional* filing period, every losing bidder would be best advised to protest every bid in the first 14 days after opening in case it should thereafter appear that they may have been aggrieved, which, of course, would bog the system. Without such a condition, for all practical purposes, the rule proposed by GPSS would bar any right to appeal by any prospective bidder who was aggrieved by improper procurement committed in secrecy, such as the case at bar.

IBSS has claimed and shown, in its Notice of Appeal in the original Appeal, that it is a prospective bidder<sup>5</sup>. GPSS has not disputed that characterisation in either the original Appeal nor the Response to Decision.

IBSS has made the *prima facie* case that it did not and could not know of the facts giving rise to its claim that it was aggrieved in connection with the method of source selection and solicitation of the Xerox contract, and GPSS has not disputed its evidence nor introduced any evidence to rebut the assertion.<sup>6</sup> IBSS has, though, all along claimed that it “may be” aggrieved.

IBSS noted a chronology of attempts to find out when and how GPSS would seek a solicitation of the copier business throughout the latter half of the year 2005, and all the while GPSS was concealing the “fact” that it had already signed the contract presented in the Response to Protest.<sup>7</sup>

IBSS did manage to obtain copies of only a couple of purchase orders now known to be issued under the auspices of the contract presented in the Response to Protest, but had, and still has, no knowledge of the method of source selection or solicitation of the purchase orders, notwithstanding its many attempts to find out from Superintendents Flores and Reyes, the GSA CPO and GPSS Legal Counsel what legal justification, if any, supported the P/Os.<sup>8</sup>

In its Comment on Agency Report in the original Appeal, IBSS repeatedly made the point that GPSS never once made any attempt to identify what method of source selection it used as authority to enter into the Xerox contract, and no such attempt was made in the Response to Protest. IBSS still does not know absolutely and has no reason to know of the facts justifying the

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<sup>5</sup> See, e.g., Attachment 1 to Notice of Appeal, letter from Franquez to Flores: “we would like the opportunity to compete for your business....” Also Attachment 3 to Notice of Appeal, letter from Franquez to Flores: “As a prospective participant in the bidding process ....”

<sup>6</sup> See original Appeal, Notice of Appeal, pages 2 - 6.

<sup>7</sup> *Ibid.*

<sup>8</sup> *Id.*

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contract, or if, as appears to be the case, there are no such facts.

Since the disclosure of the Procurement Record in the original Appeal, IBSS only now has confirmed the strong suspicion and belief that GPSS cannot justify its continued claim that it did not improperly procure the copiers<sup>9</sup>, as argued by IBSS in its Comments on Agency Report.

IBSS asserts that its Protest was timely brought because at that time it did not know and, due entirely to GPSS' failure to publicize the copier procurement<sup>10</sup>, and its concealment and lack of candor, IBSS did not and could not have known of any facts relevant to the method of source selection or solicitation or the manner in which it was aggrieved.

Indeed, it turns out that any facts showing the copier contract to have been properly procured do not exist; at least GPSS has not come forward with any evidence thereof. In light of GPSS' claim that it was doing nothing improper, and its refusal to back that up with evidence, how could IBSS be charged with knowledge of the non-existence of these facts?

At best, GPSS' argument is to the effect IBSS should have known of the facts that it was aggrieved because it was aware that, *somehow or other*, GPSS was purchasing copiers from Xerox, and therefore it should have sooner protested (though how much sooner is unclear).

This argument presumes that just because IBSS could not determine on its own that the purchases were improper, then it must be charged with the knowledge that they were, in fact, improper. This argument requires that IBSS (and any reviewing tribunal) are obliged, for purposes of determining the trigger to the 14 day filing period, to assume, without any factual showing, that what GPSS was doing was improper, thereby aggrieving IBSS.

This argument implies that IBSS must have known that the procurement was improper and should have protested as soon as it became aware that GPSS was purchasing Xerox copiers, merely because IBSS was aware that GPSS was, in fact, purchasing copiers even though it had no knowledge that anything was amiss with the procurement to aggrieve IBSS.

Is IBSS presumed to have reason to know (i.e., that "it should know") that GPSS was engaged in improper procurement practices simply because GPSS failed and refused to publicize its purchases or respond to Appellant's repeated requests for information? It would seem to be questionable policy to require a presumption of government wrongdoing in that instance.

What kind of public policy would require administrative action be taken immediately lest

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<sup>9</sup> See original Appeal, Agency Report paragraph (g). Query whether that claim has only now been dropped in its Response to Protest.

<sup>10</sup> E.g., 5 G.C.A. §5211(c), 2 GAR §§ 3109(f) and (q), 3112(d).

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remedial action be forever barred, simply due to delay occasioned, in the first instance, by lack of publicity and, secondly, by taking good faith efforts to uncover the facts of the circumstance?

The mere knowledge that a purchase order exists cannot give rise to an imputation of knowledge of actual facts of wrongdoing or aggrievement. Such a policy would invite countless “false” actions and administrative gridlock. Any such imputation of knowledge would indeed give rise to a state of chaos.

GPSS has not suggested nor shown that there were any facts that IBSS, before filing its protest, knew or should have known that made GPSS’ method of source selection and solicitation of the Xerox contract improper; that is, GPSS has not shown that IBSS knew or should have known it was, in fact, an aggrieved person long before then.

IBSS no doubt harbored doubts and suspicions<sup>11</sup>, but the facts were not in its grasp. Thus, IBSS could reasonably conclude, in light of all the facts and circumstances known to it, that it *may* have been aggrieved, but it could not then know the facts “giving rise thereto”. Those facts remained well hidden behind GPSS’ stonewall until revealed in the original Appeal.

At some point, of course, IBSS could no longer go on in a Pollyanna mode of presuming GPSS was acting correctly and must act on the belief that it *may* be aggrieved. And it did do so. But that delay, particularly when caused in substantial part by the bad faith<sup>12</sup> refusal of GPSS to reveal the facts, should not be held against IBSS to trigger the 14 day period before it, in exasperation, took that drastic step.

Lastly, regarding GPSS’ claims that acceptance of this Protest would bring “the whole system ... into a state of chaos”, IBSS would point out that the protest allowed by 5 GCA § 5425 is in essence merely a private right of audit action available to an aggrieved person. The Public Auditor may at any time conduct an audit of GPSS procurement practices<sup>13</sup>. Indeed, she has recently issued a Report on the FY 2007 financial highlights of GPSS, that delved, in part, into GPSS procurement practices<sup>14</sup>. And the effect of such action has not been to bring about a state of chaos, but, rather, to shine light on it.

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<sup>11</sup> See the Public Auditor’s Decision in the original Appeal, wherein she said the contract was “highly suspect”, and this suspicion was only raised based on the record GPSS produced in the original Appeal; a record unavailable to IBSS until that time.

<sup>12</sup> The Public Auditor’s Decision in the original Appeal found (at page 6), for example, that the failure to promptly render a decision on IBSS’ protest was an act of bad faith.

<sup>13</sup> 1 G.C.A. § 1919.

<sup>14</sup> See, <http://www.guamopa.org/docs/GPSShighlights07.pdf>.

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CONCLUSION:

GPSS has finally considered and responded to Appellant's protest that its purchase of copiers was improperly procured. In its Response to Protest, GPSS has not proclaimed<sup>15</sup> or presented any evidence<sup>16</sup> that it did properly procure the copiers; it simply presented the "current" contract, rather than all the succession of contracts, amendments, modifications, renewals, etc. produced in the original Appeal and said it would abide by it. GPSS' entire defence of this contract is a jurisdictional technicality, wrapped up in a faulty argument about the time limit in which IBSS must bring its Protest to GPSS in the first case.

As argued above, GPSS' argument fails to establish the requisite knowledge of the facts required to trigger the nominal 14-day bar. It has not shown that there were any facts that IBSS knew or should have known that it had been aggrieved, nor did it rebut IBSS' claims that it did not know of such facts. Hunches, suspicions, anxiety, broken pieces of a purposefully opaque puzzle do not constitute any such facts, and that is all that IBSS had to go on until the Procurement Record was produced in the original Appeal.

IBSS would add that, given the many attempts by IBSS to resolve the dispute prior to bringing administrative action and the obvious bad faith of GPSS' repeated refusals to shed any light on the contract, the burden should be on GPSS to show that IBSS had actual knowledge and intentionally delayed its protest beyond accepted limits before any 14 day period should be triggered.

On the other hand, IBSS has shown dogged but respectful determination to try to draw itself into the competitive procurement sphere. It has show a willingness to try every informal approach it could make to uncover the truth of the purchases. It has shown it went to the limits of exhaustion of informal inquiry and entreaty to resolve its complaint. And GPSS has, in the end, shown that IBSS was entirely right all along on its suspicions and complaint, and now it wants to hide behind a stonewall of supposed knowledge that it alone erected to bar IBSS' protest. That is manifestly wrong and unjust.

IBSS' filing of Protest was not barred by any showing of any facts relevant to the 5 GCA § 5425(a) statute of limitations. And that was the only reason relied upon by GPSS to reject its protest. Appellant's protest should be upheld.

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<sup>15</sup> But see discussion at page 3 above regarding its claim of propriety in the original Appeal.

<sup>16</sup> See the Decision in the original Appeal wherein the Public Auditor said, "There is no evidence ... that GPSS properly solicited the ... contract...."



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STATEMENT SPECIFYING RULING REQUESTED

Appellant incorporates its Statement Specifying Ruling Requested as from the original Appeal, including the request that the Public Auditor to promulgate Rules for Procurement Records as contemplated by 5 G.C.A. §§ 5251 and 5252.

Appellant, with the benefit of the record in the original Appeal, would, though, supplement its previously requested ruling. Appellant believes that the copier purchases were the result of improper procurement, making any contract illegal. Appellant repeats its request that the contract, therefore, be terminated and the equipment and service requirements be put out for proper competitive bidding under standard specifications and by way of an Invitation for Bids.<sup>17</sup>

If it is determined that the contract(s) in this case is/are in violation of law, in deciding what remedy is appropriate, it must be determined when or if an “award” was made. Appellant has questioned how an “award” can be made where there has been no procurement process<sup>18</sup>. Nevertheless, the statutory remedies available require a determination whether the violation was pre-award or post-award<sup>19</sup>, so it must be implied that, in this instance, the reference to an “award” must be to any determination made to grant a contract.

In this case, a contract or contracts has/have obviously been made, so the post-award provisions of 5 G.C.A § 5452 apply (assuming a finding the solicitation or contract(s) were in violation of law, as aforesaid).

The remedy available then turns on whether the person awarded the contract has, or has not, acted fraudulently or in bad faith<sup>20</sup>.

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<sup>17</sup> In its Response to Protest, GPSS has advised that, when the Xerox contract is ultimately expired, it intends to issue a “request for proposal”. “Unless other wise authorized by law, all territorial contracts shall be awarded by competitive sealed bidding....” (5 G.C.A. § 5210(a).) “Competitive sealed bidding is the preferred method for the procurement of supplies, services, or construction.” (2 GAR § 3109(b).) Although, at one time, competitive sealed proposals were allowed as an alternative method of source selection to competitive sealed bidding in appropriate circumstances, this provision was repealed in 1985. (See, Official Note to 5 G.C.A. § 5210.)

<sup>18</sup> See Comment on Agency Report in the original Appeal, at page 3.

<sup>19</sup> See, 5 G.C.A. §§ 5451 and 5452.

<sup>20</sup> Compare, 5 G.C.A. § 5452 (1) and (2).

The Public Auditor, in the original Appeal Decision (at page 6), made findings that GPSS acted oppressively and in bad faith, but that, of course, does not necessarily mean that Xerox, the person awarded the contract, acted in bad faith.

Appellant recognizes that any such determination whether Xerox acted in bad faith involves evidence not presented.

Appellant requests that the Public Auditor, if she determines that a violation of law has occurred in respect to the contract(s) at issue in this case, hold a separate hearing to investigate the circumstances of the making of this contract(s) and any "parent"<sup>21</sup> or other antecedent contracts and, bearing on the issue of bad faith, determine if a pattern of illegal contracting is evident in Xerox copier contracts throughout the whole of the Government of Guam<sup>22</sup> such as to constitute such bad faith.

Appellant would consider of particular relevance would be verification the observation IBSS has made that Xerox has been implicated in every one of the Public Auditor's GSA procurement audits reported in 2004<sup>23</sup>, as well as the circumstances leading up to the unexplained premature renewal of the 5 year contract made in 2001<sup>24</sup>, particularly when understood in light of the comment made in the letter to Superintendent Flores in September 2005<sup>25</sup>, which recalled :

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<sup>21</sup> For instance, the GPSS Purchase Order and Requisition forms, and the Xerox Renewal Quotation form, all found at Tab 13 of the Supplemental Procurement Record produced in the original Appeal, each having to do with the 2004 Renewal Agreement, claimed by GPSS to be the "current contract", all refer to the "Parent Contract 7002364", which, IBSS has pointed out in its Comment on Agency Report in the original Appeal, was the DSA Xerox contract signed in 2001.

<sup>22</sup> This case is not the first instance where IBSS has come up against the apparent hegemony of Xerox copier specifications and contracts in GovGuam. See, for instance, OPA-PA-06-004, in which IBSS brought protest against a UOG bid, complaining that its copier bid specifications were an exact mimicry of Xerox machine specification, which complaint was dismissed for failure to first protest to UOG; UOG ultimately "pulled" the bid. Recently, IBSS brought a similar complaint against GPA, with the result that, after broadening its bid specs to facilitate competition, Xerox, the incumbent supplier, again won the bid, but with a savings to GPA. Issues regarding Xerox-centric specifications were also encountered in recent times at PAG, GIAA and GSA (for R&T).

<sup>23</sup> See, Comment on Agency Report, original Appeal, at page 21.

<sup>24</sup> See, Comment on Agency Report, original Appeal, at pages 20 - 21.

<sup>25</sup> See, Attachment 2 to Notice of Appeal, original Appeal.

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“When we met on July 12, 2005, you shared that GPSS would be issuing the bid specifications for its copier requirements before the end of FY2005 because of a mandate from the Guam Public Auditor’s Office.”

Lastly, if the Public Auditor concludes that Appellant is, as GPSS argues, barred from maintaining its Protest, but determines that there has been nothing adduced in this instant Appeal that would alter the Public Auditor’s observation, in her Decision in the original Appeal, that “it is reasonable to conclude that the DSA is most likely an illegal contract”, then IBSS requests the Public Auditor to invoke her broad oversight powers and duties<sup>26</sup> to investigate the contract.

#### SUPPORTING EXHIBITS, EVIDENCE, OR DOCUMENTS

With reference to all the matters submitted in the original Appeal as incorporated above, and reserving the right to provide further written material as it may be considered relevant or come to hand, there are attached hereto the following supporting materials:

Copies of:

1. GPSS “Response to Protest” dated July 22, 2008, together with attached copy of the Xerox contract.

/// continued...

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<sup>26</sup> See, e.g., 1 GCA §§ 1908 and 1909, with particular reference to § 1909(d).

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VERIFICATION AND DECLARATION RE COURT ACTION

The undersigned party does hereby verify, to the best of information and belief, the facts stated and confirms that to the best of his or her knowledge, no case or action concerning the subject of this Appeal has been commenced in court. The undersigned party agrees to notify the Office of the Public Auditor within 24 hours if court action commences regarding this Appeal or the underlying procurement action.

Submitted this \_\_\_\_ day of

APPELLANT, Town House Department Stores, Inc., dba Island Business Systems & Supplies

By:  **ORIGINAL**

Raul Del Valle, Acting General Manager-IBSS  
authorized representative for Appellant  
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*OPA Notice of Procurement Appeal (Second Appeal): IBSS vs GPSS - copiers*

Attachment 1. GPSS "Response to Protest" dated July 22, 2008, together with attached copy of the Xerox contract



GUAM PUBLIC SCHOOL SYSTEM  
OFFICE OF THE SUPERINTENDENT

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Nerissa Bretania-Shafer, Ph.D  
Interim  
Superintendent of Education

July 22, 2008

Mr. John Thos. Brown  
General Counsel  
J&G Corporate Office  
545 Chalan Machaute  
Maite, Guam 96910

Subject: Response to Protest

Dear Mr. Brown,

*Buenas!* Pursuant to the Office of the Public Auditor, decision in Appeal No. OPA-PA-08-003, the Guam Public School System (GPSS) has reviewed the Protest filed on December 4, 2007. After carefully reviewing the facts that form the grounds for Island Business Systems and Supplies' (IBSS) Protest, a decision has been made to deny the Protest for the reasons stated below.

Currently GPSS has a five year contract with Xerox Corporation. (See attached) The Contract was signed by Superintendent, Mr. Juan P. Flores on December 16, 2004 and will expire on December 31, 2009. A review of the Protest indicates that it was filed on December 4, 2007, three years after the contract was initially signed. Procedurally, section 9.2.3.1 of the GPSS Procurement Rules and Regulation states that "[P]rotest shall be made in writing to the Director of Education and shall be filed in duplicate within fourteen (14) working days after the protestor knows or should have known of the facts giving rise thereto. A Protest is considered filed when received by the Director of Education. Protests filed after the fourteen (14) working day period shall not be considered." (Emphasis Added) Furthermore, 5 G.C.A. §5425(a) states:

**§ 5425. Authority to Resolve Protested Solicitations and Awards.**

(a) Right to Protest. Any actual or prospective bidder, offeror, or contractor who may be aggrieved in connection with the method of source selection, solicitation or award of a contract, may protest to the Chief Procurement Officer, the Director of Public Works or the head of a purchasing agency. **The Protest shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should know of the facts giving rise thereto.** (Emphasis Added)

Although IBSS is correct in stating that prospective bidders have the opportunity to file a protest, the rules that govern protests must still be complied with. A protest filed in the third year of a five year contract is well beyond

the fourteen working days which GPSS Procurement Rules and Regulations permit and well beyond the number of days permitted by statute. The reason the Procurement Rule and Regulations require a timely protest filing is to stabilize contracts. If GPSS began the practice of entertaining protests more than two years after a contract is signed and started applying all the procedural requirements related to a protest, the whole system would go into a state of chaos. If such a practice were adopted, a chilling effect would be placed on vendors who would be reluctant to secure a contract with GPSS for fear that such contract could be protested even years down the road. To prevent this chaos from occurring, both statute and regulations require that protests be filed in a timely fashion. In the case at hand, IBSS has not filed a timely Protest and therefore the Protest is denied.

Notwithstanding the decision above, the current copier service contract will expire on December 31, 2009. GPSS will be publishing a request for proposal before the expiration date and invites your client to submit a proposal at that time.

Your understanding in this matter is appreciated.

*Senseramente.*



**NERISSA BRITANIA-SHAFER Ph.D.**

Attachment

cc: Office of the Public Auditor  
GPSS Legal Counsel

**DOCUMENT SERVICES AGREEMENT  
RENEWAL AMENDMENT**

**THIS AMENDMENT** Number 17 (the "Amendment") sets forth terms and conditions upon which Department of Education, Guam ("Customer" or "you") and Xerox Corporation ("Xerox"), have agreed for Xerox to continue to provide Services ("Services") to you under the Agreement Number 7002364 (the "Agreement") between you and Xerox.

- TERM.** Xerox shall provide Services to you during the 60 month term of this Renewal period; that is January 1, 2005 through December 31, 2009 ("Renewal Term").
- SERVICES.** Xerox will perform the Services as set forth in the attachment(s) checked below. The Services set forth therein supercede and replace any such Services as may have been previously set forth in the Agreement and its amendments and/or attachments.

<input checked="" type="checkbox"/> Statement of Work Addendum 52523		
<input type="checkbox"/> Supplemental Services Detail Addendum	<input type="checkbox"/> Performance Standards Exhibit	<input type="checkbox"/> Description of Services Addendum

- EQUIPMENT DETAIL.** The Equipment provided under this Amendment ("Equipment") is as set forth in the specific Equipment Detail Addendum that is referenced by the form number checked below. The Equipment set forth therein supercedes and replaces any Equipment as may have been previously set forth in the Agreement and its amendments and/or attachments.

Form # 52091-1    
 Form # 52091-2    
 Form # 52091-3    
 Form # 52091-4

- PRICING.** The pricing for the Renewal Term is set forth herein and supercedes and replaces any such pricing previously set forth in the Agreement and its amendments and/or attachments. If applicable, additional pricing elements may be set forth in a Pricing Detail Addendum attached to this Amendment.

Amendment Period (MM/DD/YY)	Monthly Minimum Charge	Impressions Included in Minimum			Charge per Impression Above Minimum		
		B/W on B/W Eq.	B/W on Color Eq.	Color	B/W on B/W Eq.	B/W on Color Eq.	Color
01/01/2005 to 09/30/2005	\$133,037	2,427,400	10,000	80,000	.0120	.0143	.1000
10/01/2005 to 09/30/2006	\$133,037	2,427,400	10,000	80,000	.0120	.0143	.1000
10/01/2006 to 09/30/2007	\$133,037	2,427,400	10,000	80,000	.0120	.0143	.1000
10/01/2007 to 09/30/2008	\$133,037	2,427,400	10,000	80,000	.0120	.0143	.1000
10/01/2008 to 09/30/2009	\$133,037	2,427,400	10,000	80,000	.0120	.0143	.1000
10/01/2009 to 12/31/2009	\$133,037	2,427,400	10,000	80,000	.0120	.0143	.1000
to							
<input checked="" type="checkbox"/> Monthly Equipment Buyout Amount: 13,724.00		<input checked="" type="checkbox"/> 3rd Party Funds Payment Amount: 5,458.00					
<input type="checkbox"/> Supplemental Pricing Addendum Attached		<input checked="" type="checkbox"/> Other Addendum Attached: 52083					

- BUYOUT FUNDS.** If this Amendment includes a Monthly Equipment Buyout Amount, this amount is included in the Monthly Minimum Charge (unless the Amendment does not include a Monthly Minimum Charge, in which case the Monthly Equipment Buyout Amount will be shown as a separate line item on your invoice). Xerox has provided these funds ("Buyout Funds") to you to retire the debt on your existing equipment lease obligations and, as a result, Xerox shall retain or receive unencumbered title to such equipment upon such buyout. Should the Agreement be terminated prior to expiration for any reason, you agree to pay to Xerox (even if termination fees would not otherwise be due), in addition to any other amounts owed under the Agreement, an amount equal to the remaining principal balance of the Buyout Funds.

**6. SERVICES GUARANTEE**

- SERVICES.** Services shall be performed hereunder in a skillful and professional manner. If you believe that Xerox has failed to perform any Services as set forth herein, you shall notify Xerox in writing that, with specificity, describes Xerox's alleged failure to perform. As your exclusive remedy, Xerox, within thirty (30) days of its receipt of said written notice, will then either correct our failure to perform or redo the work at no additional charge to you.



**DOCUMENT SERVICES AGREEMENT  
 RENEWAL AMENDMENT**

b. **PERSONNEL.** Xerox will provide personnel to perform the Services as set forth herein. While performing Services, the personnel provided by Xerox will comply with your applicable security and safety regulations that you notify Xerox of in writing. Requested Services outside your standard working hours will be at Xerox' overtime rate. While Xerox is performing Services for you hereunder, and for six (6) months after this Agreement terminates or expires, you agree that you will not approach, solicit or hire any employee, agent or independent contractor of Xerox, through employment or otherwise, without Xerox's prior written consent. If you violate the preceding sentence, you agree to pay as liquidated damages and not as a penalty, to Xerox an amount equal to one-half of the then current annual compensation of said employee or agent, or the amount paid to or on behalf of the person during the prior six (6) months in the case of an independent contractor.

c. **EQUIPMENT/SOFTWARE.** In providing the Services, as set forth herein, Xerox will provide and/or operate the equipment/software listed in this Agreement ("Equipment" and "Software"). If, during the term of this Agreement, Xerox is unable to maintain the Xerox-owned, Xerox-brand Equipment in good working order, Xerox, at its option, will, as your exclusive remedy for Xerox's failure to keep the Equipment in good working order, replace the Equipment with an identical product or, at Xerox's option, another product of equal or greater capabilities. This replacement product shall be subject to these same terms and conditions. For the Equipment, Xerox will provide standard supplies (i.e., toner (excluding highlight color toner), developer, and fuser agent) required to make impressions up to 8½ by 14 ("Supplies"), provided such Supplies are already included in the pricing, as set forth in this Agreement. If, as set forth in this Agreement, the Supplies include paper, Xerox may adjust the pricing of the paper portion of this Agreement upon thirty (30) days notice or either party may terminate the paper portion of this Agreement upon thirty (30) days notice.

7. **3<sup>RD</sup> PARTY FUNDS.** If, in conjunction with providing Services hereunder, Xerox has provided funds ("3<sup>rd</sup> Party Funds") to acquire certain Xerox-brand equipment and/or non-Xerox brand equipment ("3<sup>rd</sup> Party Equipment") and/or to license software ("3<sup>rd</sup> Party Software"), then the Monthly Minimum Charge associated with this Amendment includes a 3<sup>rd</sup> Party Funds Payment Amount ("Payment Amount"), unless the Amendment does not include a Monthly Minimum Charge, in which case this monthly Payment Amount will be shown as a separate line item on your invoice. If the Agreement is terminated prior to expiration for any reason, or a unit of 3<sup>rd</sup> Party Equipment/Software is removed or replaced prior to expiration, you agree to pay to Xerox, in addition to any other amounts due and owing hereunder, that portion of the balance of 3<sup>rd</sup> Party Funds that is associated with each affected unit of 3<sup>rd</sup> Party Equipment/Software, discounted through the end of the Agreement term at the higher of 6% or the lowest rate allowed by law. You agree to maintain the manufacturer's maintenance services agreement for any remaining 3<sup>rd</sup> Party Equipment, as well as any applicable software licenses during the period that the 3<sup>rd</sup> Party Software is in use. Express warranties, if any, for such equipment shall be available to you. However, if such warranties are not available or have expired, cost of replacement shall be your sole expense.
8. **COMPLIANCE WITH LAWS.** Xerox will fully comply with all applicable laws and regulations in the performance of the Services. You agree that all facilities at which the Services are to be performed will fully comply with all applicable laws and regulations as well as your security and safety regulations provided to Xerox. Unless and until you purchase the Equipment, you hereby authorize Xerox or its agents to file all documents necessary to protect Xerox's rights in the Equipment (including any Uniform Commercial Code protective filings in favor of Xerox). You also represent that you will not request Services that constitute copyright infringement or otherwise violate any intellectual property rights.
9. **PAYMENT, BREACH & REMEDIES AND TAXES.** You agree to pay Xerox all payments and all other sums due hereunder (including, but not limited to, any non-standard delivery or removal expenses incurred) within thirty (30) days of the invoice date or on the due date listed on the invoice, whichever is earlier. Restrictive covenants on checks you send to Xerox will not reduce your obligations. If any payment is not received by Xerox on or before the date it is due, Xerox may charge you, and you agree to pay, a late charge to cover Xerox's costs of collection equal to \$25.00 (not to exceed the maximum amount permitted by law). You will be in default if Xerox does not receive any payment within fifteen (15) days after the date it is due or if you breach any other obligation hereunder. If you default, Xerox,

**DOCUMENT SERVICES AGREEMENT  
RENEWAL AMENDMENT**

**XEROX CORPORATION**

**CUSTOMER**

Ginny Serikaku

Name (Please Print)

Signature

Controller

Title

Date

10/22/04

Juan P. Flores

Name (Please Print)

Signature

Title

Date

Superintendent

12/16/04

Vertical text on the right margin.

**DOCUMENT SERVICES AGREEMENT  
 RENEWAL AMENDMENT**

in addition to its other remedies (including the cessation of Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law); and (b) any applicable Early Termination Charges or monthly equipment charges set forth under the Agreement. Xerox's decision to waive or forgive a particular default shall not prevent Xerox from declaring any other default. In addition, if you default under this Agreement, you agree to pay all of the costs Xerox incurs to enforce its rights against you, including reasonable attorneys' fees and actual costs. The Monthly Minimum Charge is billed in advance (with any additional Charge per Impression above Minimum billed in arrears). If the Services begin partially and/or early, Xerox will bill you on a pro rata basis, based on a 30-day billing month and the terms and conditions of this Agreement will apply. All applicable taxes shall be added to your payment amount (unless you provide proof of your tax-exempt status). These taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes but do not include taxes based on Xerox' net revenue.

10. **LIMITATION OF LIABILITY.** Xerox shall not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. Any action you take against Xerox must be commenced within two (2) years after the event that caused it.
11. **CREDIT HISTORY.** As part of this transaction, you authorize Xerox (or its agents) to obtain credit reports (including in connection with credit analysis or subsequent review, collection or enforcement of your obligations hereunder); make such other credit inquiries as Xerox may deem necessary, furnish payment history information to credit reporting agencies, and release to prospective assignees of this Agreement, information Xerox has about you and any of the foregoing. Even if Services have been delivered, Xerox may, within 60 days following its acceptance of this Agreement, revoke the Agreement if your credit approval is denied.
12. **ASSIGNMENT.** You may not assign any of your rights or obligations under the Agreement. Xerox may assign the Agreement and/or any Amendment thereto, in whole or in part, without prior notice to you and may release information Xerox has about you. Each successive assignee of Xerox shall have all of the rights but none of the obligations of Xerox pursuant to the Agreement or any Amendment thereto. You shall continue to look to Xerox for performance of Xerox's obligations hereunder, and you hereby waive and release any assignees of Xerox from any such claim. To the extent Xerox notifies of any such assignment, you shall make all payments due hereunder in accordance with the instructions of such assignee(s). You shall not assert any defense, counterclaim, or setoff that you may have or claim against Xerox against any assignees of Xerox.
13. **ATTACHMENTS.** This Amendment references attached addenda, exhibits, and/or Statements of Work. You acknowledge that the indicated attachments are hereby integrated into this Amendment and have been provided to you.
14. **ENTIRE AGREEMENT.** The Agreement and this Amendment, and their respective attachment(s), as to their subject matter, exclusively and completely state the rights, duties and obligations of the parties and supersedes all prior and contemporaneous representations, letters, proposals, discussions and understandings by or between the parties. If the Agreement and its attachment(s) conflict with this Amendment and its attachment(s) or otherwise deemed non-operative by this Amendment, this Amendment and its attachment(s) will control. The parties, by their representatives signing below, agree with the terms of this Amendment and further certify that their respective signatories are duly authorized to execute this Amendment. Xerox may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which shall be considered an equivalent to the original. All changes to this Agreement must be made in a writing signed by both parties; accordingly, any terms on your ordering documents shall be of no force or effect.



**Statement of Work Addendum**

**Agreement # 7002364**

Services Defined As Of: November 30, 2004

**Service(s) Provided: Administrative & Account Management Services**

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code
<p><b>Customer Interface</b></p> <p>The Xerox Account Associate is available on call to provide contracted services to the client.</p>	<p>The Xerox Account Associate is available on call to provide contracted services to the client on the following days of the week: Monday through Friday For eight hours per day, With standard hours of 8:00am to 5:00pm (except standard Xerox and client holidays.)</p>	<p>AAS-101</p>
<p><b>Equipment Tracking</b></p> <p>Xerox Managed Services maintains an equipment listing with each devices' model number, serial number and location for all the equipment managed under this contract.</p>		<p>AAS-201</p>
<p><b>Machine Move Coordination</b></p> <p>Xerox may coordinate equipment relocations for equipment managed by Xerox Services under this agreement. Client will be responsible for any applicable move costs incurred for client requested and approved equipment moves.</p>		<p>AAS-202</p>
<p><b>End-user support and training</b></p> <p>The Xerox Account Associate may respond to questions regarding the operation of equipment and provide basic end-user operator support where appropriate</p>		<p>AAS-203</p>
<p><b>Supplies Management Support</b></p> <p>Xerox coordinates the inventory and reorder of client replaceable supplies at client agreed-upon locations.</p>	<p>Xerox provides supplies management support for up to 284 devices At the following locations: Locations listed in the DSA agreement.</p>	<p>AAS-204</p>

Requests for services above will be subject to equipment/resource availability. This document is proprietary and, as such, is to be treated as Xerox Confidential Information, not to be shared with 3<sup>rd</sup> parties.

<sup>1</sup>The Service Market Code is for Xerox internal use purposes only.



Statement of Work Addendum

Agreement # 7002364

Services Defined As Of: November 30, 2004

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code
<p><b>Key Operator Support</b></p> <p>Xerox replenishes client replaceable supplies and provides light output device maintenance (key-ops) at client agreed-upon locations and schedules. (e.g. clean device exterior and clear jams).</p>	<p>Xerox provides key-op support for up to 284 devices.</p> <p>At the following locations: Locations listed in the DSA agreement.</p> <p>Per the following schedule/frequency: Twice monthly.</p>	<p>SM-501</p>
<p><b>Meter Read Services</b></p> <p>Xerox gathers and submits meter reads monthly to the individual or vendor responsible for entering meter read data into the billing process.</p> <p>Xerox delivers the meter read report to client specified contacts and client specified vendors.</p>	<p>Xerox provides meter reading services for up to 284 devices</p> <p>Locations where Xerox physically reads meters: Locations listed in the DSA agreement.</p> <p>In other documented locations covered by this agreement Xerox will facilitate gathering of client provided meter reads.</p>	<p>CE-207</p>
<p><b>Reporting</b></p> <p>Reporting provides client print volume and usage trends. Reporting may be customized to meet new client requirements if mutually agreed upon by both parties.</p>	<p>Client reporting will be provided by the Xerox Services Client Account Manager on a monthly basis. The Client Account Manager will develop and document a reporting communication schedule with the key customer account contact.</p>	<p>AAS-601</p>
<p><b>Account Review</b></p> <p>Xerox holds operations reviews with the client to:</p> <ol style="list-style-type: none"> <li>1. Review reporting results, services performance against objectives, outstanding issues, and other agreed-upon agenda items.</li> <li>2. Review opportunities for improvement.</li> </ol>	<p>Account reviews will be scheduled and conducted with the client by the Client Account Manager on a quarterly basis.</p>	<p>CE-604</p>
<p><b>Customer Satisfaction Survey</b></p> <p>The client will receive regular customer satisfaction surveys. Surveys are used to measure equipment, personnel, and managed services satisfaction.</p>	<p>Xerox Services administers customer satisfaction surveys via a 3<sup>rd</sup> Party on an annual basis.</p>	<p>AAS-700</p>

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<sup>1</sup>The Service Market Code is for Xerox internal use purposes only.



## Statement of Work Addendum

Agreement # 7002364

Services Defined As Of: November 30, 2004

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code <sup>1</sup>
<p><b>Assistance to IT Staff for Device Deployment</b></p> <p>Xerox to assist DOE IT (FSAIS) staff in facilitating the loading of print drivers for device deployment.</p>	<p>Xerox to assist DOE's IT staff in facilitating the loading of print drivers for device deployment. Depending upon the manner in which print drivers are handled ("pushed out" versus loaded on each client), should incremental Xerox resources be required to facilitate the loading of print drivers, Xerox can provide additional resources to be billed at an agreed upon incremental hourly rate.</p>	<p>AAS A1</p>

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<sup>1</sup>The Service Market Code is for Xerox internal use purposes only.



## Statement of Work Addendum

Agreement # 7002364

Services Defined As Of: November 30, 2004

### Management Services

The following Management Services are included as part of the Services to be provided pursuant to this Agreement.

### Account Configuration

The Xerox location at the client site is configured with a mix of people, process, equipment, software and networking to achieve the contracted service levels.

### Human Resources

Xerox manages these aspects of human resources – employee sourcing and selection, training, back-up coverage, and employee development / performance improvement.

### Materials Management

Xerox manages the ordering, receipt, handling, and storage of supplies and replacement parts for systems, as contracted.

### Account Marketing

Xerox communicates the capabilities of the managed service to client departments and maintains client awareness so that services may be rendered where and when needed.

### Equipment Service

Xerox manages and performs equipment service as contracted.

### Technology Support

Xerox technology specialists are available as contracted, to support ongoing technical needs and troubleshoot operational issues.

### Technology Management

Xerox manages its document services hardware and software technology as contracted, proposing additional technology acquisitions, as required to meet customer's needs.

### Operations Management

Xerox manages the services operation, including people, processes, and technology, to assure operational service as contracted.

Requests for services above will be subject to equipment/resource availability. This document is proprietary and, as such, is to be treated as Xerox Confidential Information, not to be shared with 3<sup>rd</sup> parties.



## Statement of Work Addendum

Agreement # 7002364

Services Defined As Of: November 30, 2004

### Standards of Performance

#### Assumptions:

1. The Service Configuration Parameters ("Parameters") set forth in this Statement of Work ("SOW") have been agreed to by the parties and have been used by the parties to configure resources that are estimated to be sufficient to adequately support the scale and scope of the Service and to meet the Standards of Performance ("SOP") set forth herein for such Service. Xerox shall use reasonable efforts to meet service requests that exceed any maximums stated in the Parameters; provided, however, the failure to meet such service requests shall not constitute a breach by Xerox hereunder. If the scale and scope of any Service consistently exceeds the resources estimated by the parties to be adequate for such Service, the parties may meet to discuss appropriate actions to address the situation.
2. This SOW (and its SOP) applies to Administrative and Account Management Services only. Any other Service provided under this Agreement must be reflected in a separate SOW.
3. These measures are contingent upon the Administrative and Account Management services as set forth in the Statement of Work.

#### Reporting:

Xerox will provide regular reporting (on a schedule agreed to with the client) to include print volume and usage trends for devices covered under this SOW.

Performance Criteria	Measurement	Description	Calculation
Administrative Service Timeliness	95% achievement of administrative service timeliness	The Account Associate will perform the scheduled administrative service (equipment visit, meter reads, etc.) as agreed to with the client.	The measurement for Administrative Service Timeliness is calculated by dividing the total number of scheduled administrative service visits completed on time by the total number of administrative service visits required during each month.

**END OF STATEMENT OF WORK FOR ADMINISTRATIVE & ACCOUNT MANAGEMENT SERVICES**

Requests for services above will be subject to equipment/resource availability. This document is proprietary and, as such, is to be treated as Xerox Confidential Information, not to be shared with 3<sup>rd</sup> parties.



**DOCUMENT SERVICES AGREEMENT  
EQUIPMENT DETAIL ADDENDUM WITH MECs**

1. This Equipment Detail Addendum sets out the equipment/software (the "Equipment") included in Amendment Number 17 to Agreement Number 7002364 (the "Agreement") between Department of Education, Guam ("you") and Xerox.
2. Xerox is providing you the Equipment for the entire term of the Agreement. If you terminate the Agreement prior to its scheduled expiration, or require that a unit of Equipment be removed or replaced (e.g., traded-in), or if Xerox terminates the Agreement due to your breach, early termination charges will consist of the Xerox-calculated Monthly Equipment Component ("MEC") which includes a disengagement charge for all affected Equipment times the number of months remaining in the Agreement, as extended by this Amendment (with this MEC available upon request). In addition, you agree to return the Equipment in the same condition as when delivered, reasonable wear and tear excepted, or purchase the Equipment at its fair market value, as determined by Xerox, at the Agreement's scheduled expiration.
3. For the Equipment, Xerox will provide standard supplies ("Supplies") (i.e. toner (excluding highlight color toner), developer, fuser agent, and staples) required to make impressions up to 8<sup>1/2</sup> by 14, provided such Supplies are included within the pricing, as set forth in this addendum. If the Supplies include paper, as set forth below, Xerox may adjust the pricing of the paper portion of this Agreement upon thirty (30) days notice or either party may terminate the paper portion of this Agreement upon thirty (30) days notice.

**201b. White Paper Included in Standard Supplies:  Yes  No**

Equipment Model/Software	Serial Number	Status Description	Location	Standard Supplies Included in Pricing		MEC
				<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
DC3535	LVG250405	Xerox Owned - Non OPE	2 <sup>nd</sup> Fl. DOA Bldg.- Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 396
DC3535EFI	MWF683255	Xerox Owned - Non OPE	2 <sup>nd</sup> Fl. DOA Bldg.- Fed. Programs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	\$ 108
DC9L12	TBD	Xerox Owned - Non OPE	Teachers Center	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 804
EX12	TBD	Xerox Owned - Non OPE	Teachers Center	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	\$ 381
DWC765	TBD	Xerox Owned - Non OPE	Business Office	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 49
DWC765	TBD	Xerox Owned - Non OPE	Superintendent's Office	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 49
DWC765	TBD	Xerox Owned - Non OPE	Federal Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 49
DWC765	TBD	Xerox Owned - Non OPE	C&I	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 49
FC12	TBD	Xerox Owned - Non OPE	Main Office- Ordot Chalan Pago	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 26
FC12	TBD	Xerox Owned - Non OPE	Main Office- PC Lujan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 26
FC12	TBD	Xerox Owned - Non OPE	Payroll Office, DOA	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 26
FC12	TBD	Xerox Owned - Non OPE	Admin Office- Oceanview	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 33
FC12	TBD	Xerox Owned - Non OPE	RP&E-	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 33
FC12	TBD	Xerox Owned - Non OPE	Principal's Office- FBLG	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 33
FC12	TBD	Xerox Owned - Non OPE	Main Office- JFK	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 33
FC12	TBD	Xerox Owned - Non OPE	Main Office- Inarajan Elementary	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 33
FC12	TBD	Xerox Owned - Non OPE	Admin Office- Inarajan Middle	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 26

Supplemental Equipment/Software Listing Addendum Attached

**DOCUMENT SERVICES AGREEMENT**

**SUPPLEMENTAL EQUIPMENT/SOFTWARE LISTING ADDENDUM WITH MECs**

1. The following Equipment is in addition to that set forth in the document checked below

Amendment Number 17 to Agreement Number 7002364

Equipment Model/Software	Serial Number	Status Description	Location	Standard Supplies Included in Pricing?		MEC
				Yes	No	
FC12	TBD	Xerox Owned - Non OPB	Principal's Office- Ma Ullon	X		\$26
FC12	TBD	Xerox Owned - Non OPB	Personnel, DOA Bldg.	X		\$26
FC12	TBD	Xerox Owned - Non OPB	Main Office- Marcial Sablan	X		\$26
FC12	TBD	Xerox Owned - Non OPB	Main Office- Agueda	X		\$26
FC12	TBD	Xerox Owned - Non OPB	Principal's Office- HST	X		\$26
FC12	TBD	Xerox Owned - Non OPB	Main Office- JQ San Miguel	X		\$26
FC12	TBD	Xerox Owned - Non OPB	Main Office- Untalan Office	X		\$26
FC12	TBD	Xerox Owned - Non OPB	Principal's Office- Agana Heights	X		\$26
FC12	TBD	Xerox Owned - Non OPB	Main Office- Daniel Perez	X		\$26
FC12	TBD	Xerox Owned - Non OPB	Main Office- UPI	X		\$26
FC12	TBD	Xerox Owned - Non OPB	Principal's Office- Brodie	X		\$26
WCP575	TBD	Xerox Owned - Non OPB	Main Office- Carbullido	X		\$20
WCP575	TBD	Xerox Owned - Non OPB	Teacher's Center	X		\$20
WCP575	TBD	Xerox Owned - Non OPB	Certification	X		\$20
WCP575	TBD	Xerox Owned - Non OPB	Maint. Shop (S. Sanchez)	X		\$20
WCP575	TBD	Xerox Owned - Non OPB	Main Office- CLT	X		\$20
WCP575	TBD	Xerox Owned - Non OPB	Main Office- Merizo	X		\$20
WCP575	TBD	Xerox Owned - Non OPB	Teacher's Machanaoanoo Lounge-	X		\$20
WCP575	TBD	Xerox Owned - Non OPB	Business Office- GW	X		\$20
WCP575	TBD	Xerox Owned - Non OPB	Headstart	X		\$20
WCP575	TBD	Xerox Owned - Non OPB	Principal's Office- LBJ	X		\$20



**DOCUMENT SERVICES AGREEMENT  
SUPPLEMENTAL EQUIPMENT/SOFTWARE LISTING ADDENDUM - WITH MECS  
CONTINUATION SHEET**

Equipment Model/Software	Serial Number	Status Description	Location	Standard Supplies Included in Pricing		MEC
				<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
WCP575	TBD	Xerox Owned - Non OPB	RSAIS	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 20
WCP575	TBD	Xerox Owned - Non OPB	SSS	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 20
WCP575	TBD	Xerox Owned - Non OPB	Food Services	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 20
WCP575	TBD	Xerox Owned - Non OPB	Price: Main Office	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 20
FC12	TBD	Xerox Owned - Non OPB	Warehouse	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 35
FC12	TBD	Xerox Owned - Non OPB	Superintendent's Support Staff	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 26
FC12	TBD	Xerox Owned - Non OPB	Asst. Principal's Office- Juan M. Guerrero	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 35
FC12	TBD	Xerox Owned - Non OPB	Principal's Office- Tamuning	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 35
FC12	TBD	Xerox Owned - Non OPB	Main Office- Wettengel	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 26
FC12	TBD	Xerox Owned - Non OPB	Principal's Office- Benavente	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 35
FC12	TBD	Xerox Owned - Non OPB	Principal's Office- Simon Sanchez	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 35
WCM201	TBD	Xerox Owned - Non OPB	Library- DL Perez	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 43
WCP65	TBD	Xerox Owned - Non OPB	Main Office- Agann Heights	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- Aguada	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Teacher's Lounge- Brodie	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- Carbullido	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- CLT	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- Daniel Perez	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- FQ Sanchez	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- GW	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- HST	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- Inamjan Elementary	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- JP Torres	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- JFK	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- Jose Rios	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- Juan M Guerrero	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- LBJ	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553



**DOCUMENT SERVICES AGREEMENT  
SUPPLEMENTAL EQUIPMENT/SOFTWARE LISTING ADDENDUM - WITH MECs  
CONTINUATION SHEET**

Equipment Model/Software	Serial Number	Status Description	Location	Standard Supplies Included in Pricing		MEC
WCP65	TBD	Xerox Owned - Non OPB	Main Office- Ma Ulloa	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- Machanaoman	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- Merizo	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- Mu Lujan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- Ordof Chalan Pago	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 724
WCP65	TBD	Xerox Owned - Non OPB	Main Office- PC Lujan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- Price	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- Simon Sanchez	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- Talofoto Elementary	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- Tamuning	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- UPI	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Main Office- Weitengel	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 553
WCP65	TBD	Xerox Owned - Non OPB	Superintendent's Office	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 590
DIGBKAS	TBD	Xerox Owned - Non OPB	Library	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 284
WCP3545	TBD	Xerox Owned - Non OPB	Main Office- Carballido	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 519
WCP3545	TBD	Xerox Owned - Non OPB	Procurement	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 513
WCP3545	TBD	Xerox Owned - Non OPB	Compliance & Data- Special Ed.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 452
WCP2636	TBD	Xerox Owned - Non OPB	Teacher's Lounge- Agana Heights	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 383
WCP2636	TBD	Xerox Owned - Non OPB	Main Office- Agueda	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 383
WCP2636	TBD	Xerox Owned - Non OPB	Principal's Office- Astumbo	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 399
WCP2636	TBD	Xerox Owned - Non OPB	Counseling- Benavente	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 407
WCP2636	TBD	Xerox Owned - Non OPB	Main Office- Brodie	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 466
WCP2636	TBD	Xerox Owned - Non OPB	Teacher's Lounge- CLT	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 393
WCP2636	TBD	Xerox Owned - Non OPB	Teacher's Workroom- Daniel Perez	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 381
WCP2636	TBD	Xerox Owned - Non OPB	FBLG (Hallway)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 452
WCP2636	TBD	Xerox Owned - Non OPB	Principal's Office- Finegayan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 466
WCP2636	TBD	Xerox Owned - Non OPB	FSAIS	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 402
WCP2636	TBD	Xerox Owned - Non OPB	Admin Office- GW	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 381

**DOCUMENT SERVICES AGREEMENT****SUPPLEMENTAL EQUIPMENT/SOFTWARE LISTING ADDENDUM - WITH MEUCS****CONTINUATION SHEET**

Equipment Model/Software	Serial Number	Status/Description	Location	Standard Supplies Included in Pricing		MEUCS
				<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
WCP2636	TBD	Xerox Owned - Non OPB	Main Office- HST	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 381
WCP2636	TBD	Xerox Owned - Non OPB	Inarajan Elementary	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 376
WCP2636	TBD	Xerox Owned - Non OPB	Conference Room - Arroyo Middle	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 391
WCP2636	TBD	Xerox Owned - Non OPB	Counseling - JFK	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 380
WCP2636	TBD	Xerox Owned - Non OPB	Admin. Office - Annex - Jose Rios	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 343
WCP2636	TBD	Xerox Owned - Non OPB	Main Office - JQ San Miguel	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 391
WCP2636	TBD	Xerox Owned - Non OPB	Main Office - Juan M Guerrero	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 430
WCP2636	TBD	Xerox Owned - Non OPB	Principal's Office - LBJ	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 424
WCP2636	TBD	Xerox Owned - Non OPB	Main Office - Ma Ullóa	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 381
WCP2636	TBD	Xerox Owned - Non OPB	Teacher's Workroom - Machanao	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 381
WCP2636	TBD	Xerox Owned - Non OPB	Main Office - Marcial Sablan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 381
WCP2636	TBD	Xerox Owned - Non OPB	Main Office - Merizo	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 452
WCP2636	TBD	Xerox Owned - Non OPB	Main Office - Mu Lujan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 381
WCP2636	TBD	Xerox Owned - Non OPB	VP Office - Oceanview	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 391
WCP2636	TBD	Xerox Owned - Non OPB	Main Office - Ordot Chalan Pago	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 433
WCP2636	TBD	Xerox Owned - Non OPB	Teachers Lounge - PC Lujan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 433
WCP2636	TBD	Xerox Owned - Non OPB	Admin Office - Price	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 400
WCP2636	TBD	Xerox Owned - Non OPB	Admin. Office - Simon Sanchez	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 481
WCP2636	TBD	Xerox Owned - Non OPB	Main Office - Southern	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 481
WCP2636	TBD	Xerox Owned - Non OPB	Main Office - Talofofo Elementary	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 481
WCP2636	TBD	Xerox Owned - Non OPB	Back Copy Room - Tamuning	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 481
WCP2636	TBD	Xerox Owned - Non OPB	Counseling Office - Umalan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 391
WCP2636	TBD	Xerox Owned - Non OPB	Teachers Lounge - UPI	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 467
WCP2636	TBD	Xerox Owned - Non OPB	Main Office - Wettengel	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 433
WCP90	TBD	Xerox Owned - Non OPB	Teacher's Center	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 1348
WCP90	TBD	Xerox Owned - Non OPB	Main Office	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 1348
WCP90	TBD	Xerox Owned - Non OPB	Teacher's Center	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 1348
WCP215	UU4021067	Xerox Owned - Non OPB	Nurses Office - Southern	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31

**DOCUMENT SERVICES AGREEMENT****SUPPLEMENTAL EQUIPMENT/SOFTWARE LISTING-ADDENDUM - WITH MEC'S****CONTINUATION SHEET**

Equipment Model/Software	Serial Number	Status Description	Location	Standard Supplies Included in Pricing		MEC
				<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
WCP215	UU4016265	Xerox Owned - Non OPB	Main Office- Astumbo	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4016261	Xerox Owned - Non OPB	Nurses Office- Agueda	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4016260	Xerox Owned - Non OPB	ROTC- Simon Sanchez	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4016258	Xerox Owned - Non OPB	Student Services- Annex 3- Agueda	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4016257	Xerox Owned - Non OPB	Nurses Office- UPI	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4016255	Xerox Owned - Non OPB	Wraparound- Headstart	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4016150	Xerox Owned - Non OPB	Principal's Office- FBLG	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4106148	Xerox Owned - Non OPB	Library- PC Lujan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4016136	Xerox Owned - Non OPB	Nurses Office- GW	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4016109	Xerox Owned - Non OPB	Main Office- Weitengel	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4016108	Xerox Owned - Non OPB	Asian Community Center- Headstart	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4016106	Xerox Owned - Non OPB	Principal's Office- Oceanview	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4016100	Xerox Owned - Non OPB	Library- Inarajan Middle	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4016092	Xerox Owned - Non OPB	Nurses Office- FBLG	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4016056	Xerox Owned - Non OPB	Library- Oceanview	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4016048	Xerox Owned - Non OPB	Nurses Office- Benavente	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4015896	Xerox Owned - Non OPB	Room T11- JQ San Miguel	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4015884	Xerox Owned - Non OPB	Maria Ulloa/Nurse- Ma Ulloa	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4015871	Xerox Owned - Non OPB	Nurses Office- JFK	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4015869	Xerox Owned - Non OPB	Mrs. Mantanona's Office- Inarajan Middle	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4015841	Xerox Owned - Non OPB	CRT- Inarajan Middle	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4015466	Xerox Owned - Non OPB	Main Office- Jose Rios	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4015458	Xerox Owned - Non OPB	Library- UPI	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4015457	Xerox Owned - Non OPB	Math- JFK	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4015285	Xerox Owned - Non OPB	Admin- Machanaonao	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4015283	Xerox Owned - Non OPB	Library- Agueda	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4015279	Xerox Owned - Non OPB	CRT- Marcial Sublan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4015277	Xerox Owned - Non OPB	JROTC/ Near Front Gate- JFK	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31



**DOCUMENT SERVICES AGREEMENT  
SUPPLEMENTAL EQUIPMENT/SOFTWARE LISTING ADDENDUM - WITH MECs  
CONTINUATION SHEET**

Equipment Model/Software	Serial Number	Status Description	Location	Standard Supplies Included in Pricing		MEC
WCP215	UU4015276	Xerox Owned - Non OPB	English 2 <sup>nd</sup> Fl. JFK	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4015163	Xerox Owned - Non OPB	George Washington High School GW	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4013942	Xerox Owned - Non OPB	V.P. Office - Ma Lujan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4013540	Xerox Owned - Non OPB	Counseling - Oceanview	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP215	UU4013939	Xerox Owned - Non OPB	Social Studies 2 <sup>nd</sup> Fl. JFK	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 31
WCP555	PE3004329	Customer-Owned	Principal's Office - Jusz Rios	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 0
DC440AS	NG4110789	Customer-Owned	Library - Untalan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 0
WCP412	GFEO48916	Customer-Owned	Alternative Schools - PACE	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 0
DWC665	PY7010318	Xerox Owned - Non OPB	Principal's Office - OW	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 24
DWC665	PY7009246	Xerox Owned - Non OPB	Main Office - Takofoto Elementary	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 24
DWC665	PY7009219	Xerox Owned - Non OPB	Main Office - Southern	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 24
DWC665	PY7008082	Xerox Owned - Non OPB	Library - Southern	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 24
DWC665	PY7008012	Xerox Owned - Non OPB	Main Office - FQ Sanchez	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 24
DWC665	PY7007414	Xerox Owned - Non OPB	Counseling - Southern	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 24
DWC665	PY7005765	Xerox Owned - Non OPB	Main Office - Astumbo	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 24
DWC665	PY7005752	Xerox Owned - Non OPB	Procurement	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 24
DWC665	PY7003320	Xerox Owned - Non OPB	Principal's Office - Ma Lujan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 24
WCP555	PE3006531	Xerox Owned - Non OPB	Principal's Office - Finegayan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 16
WC151	PDE113484	Xerox Owned - Non OPB	Deaf Program, Aguerta - Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 29
WC151	PDE113476	Xerox Owned - Non OPB	Deaf Program, JFK - Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 29
WC151	PDE113473	Xerox Owned - Non OPB	Deaf Program, P.C. Lujan - Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 29
WC151	PDE112315	Xerox Owned - Non OPB	DI Office, Finegayan Rm 118 - Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE112314	Xerox Owned - Non OPB	DI Office, Astumbo - Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 29
WC151	PDE112313	Xerox Owned - Non OPB	DI Office JMGuerrero - Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE112311	Xerox Owned - Non OPB	DI Office, Machanaonao - Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE112307	Xerox Owned - Non OPB	DI Program, DL Perez - Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE112306	Xerox Owned - Non OPB	DI Office, Carbullido - Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE112303	Xerox Owned - Non OPB	DI Office, Marcial Sablan - Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28

## DOCUMENT SERVICES AGREEMENT

## SUPPLEMENTAL EQUIPMENT/SOFTWARE LISTING ADDENDUM - WITH MECS

## CONTINUATION SHEET

Equipment Model/Software	Serial Number	Status Description	Location	Standard Supplies Included in Pricing		MEC
WC151	PDE112302	Xerox Owned - Non OPB	DI Office, Ordot. Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE112301	Xerox Owned - Non OPB	DI Office, Mu. Lujan- Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE112300	Xerox Owned - Non OPB	DI Office, Inarajan Elementary- Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE112276	Xerox Owned - Non OPB	DI Office, Tamuning- Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE112249	Xerox Owned - Non OPB	DI Office, Ma Ulloa- Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE112247	Xerox Owned - Non OPB	DI Office, PC Lujan Rm4- Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE112244	Xerox Owned - Non OPB	Reading First, Brodje- Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE112042	Xerox Owned - Non OPB	DI Office, LBJ- Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE112036	Xerox Owned - Non OPB	DI Office, FQ Sanchez- Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE111062	Xerox Owned - Non OPB	DI Office, CLT- Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE111053	Xerox Owned - Non OPB	DI Office, UPI- Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE111051	Xerox Owned - Non OPB	DI Office, JQ San Miguel T11- Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE111050	Xerox Owned - Non OPB	DOA Bldg., 2 <sup>nd</sup> Fl.- Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE111049	Xerox Owned - Non OPB	DI Office, Merizo- Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE111048	Xerox Owned - Non OPB	DI Office, HST- Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE111047	Xerox Owned - Non OPB	DI Office, Price Rm 8- Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE111046	Xerox Owned - Non OPB	DI Office, Wettengel- Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE111045	Xerox Owned - Non OPB	DI Office, Brodie- Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
WC151	PDE107686	Xerox Owned - Non OPB	DI Office, Talofoto- Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 28
DC440	NN0127698	Xerox Owned - Non OPB	Technology Center- C&I	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 124
DC440	NN0101292	Xerox Owned - Non OPB	Language Arts- GW	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 119
DC440	NN0101033	Xerox Owned - Non OPB	HIV- C&I	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 109
DC440	NN0002520	Xerox Owned - Non OPB	ERMO	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 109
DC432	NM9101345	Xerox Owned - Non OPB	Library- JFK	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 82
DC432	NM9101249	Xerox Owned - Non OPB	Principal's Office- Jose Rios	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 82
DC420SX	NL3101026	Xerox Owned - Non OPB	Physical Science- Special Education	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 112
DC420SX	NL3002819	Xerox Owned - Non OPB	Gate Tian Theatre- Special Education	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 112
DC420SX	NL3001486	Xerox Owned - Non OPB	O'PT, Brodie Elementary- Special Education	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 112



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Equipment Model/Software	Serial Number	Status Description	Location	Standard Supplies Included in Pricing		MEC
DC420S	NL3001400	Xerox Owned - Non OPB	LRC, Teacher's Ctr. Admin Area- Teacher's Center	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 99
DC420S	NL3001243	Xerox Owned - Non OPB	Discipline Office- GW	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 99
DC420C2	NL2352813	Xerox Owned - Non OPB	Counselor's Office- FPIK7	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 67
DC420C2	NL2032789	Xerox Owned - Non OPB	Counseling- Jose Rios	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 67
DC420C2	NL2021870	Xerox Owned - Non OPB	Liheng, Pamugon- Special Education	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 67
DC420C2	NL2003011	Xerox Owned - Non OPB	CIP	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 69
DC420C2	NL2001972	Xerox Owned - Non OPB	Library- Southern	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 69
DC420C2	NL2001943	Xerox Owned - Non OPB	PE Office- GW	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 69
DC420C2	NL2001925	Xerox Owned - Non OPB	Business Office- JFK	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 69
DC420C2	NL2001843	Xerox Owned - Non OPB	SSS	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 69
DC420C2	NL2001822	Xerox Owned - Non OPB	Social Studies- Southern	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 69
DC420C2	NL2001809	Xerox Owned - Non OPB	Health- Southern	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 69
DC420C2	NL2001764	Xerox Owned - Non OPB	Science- Southern	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 69
DC420C2	NL2001706	Xerox Owned - Non OPB	Math- Southern	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 69
DC420C2	NL2001645	Xerox Owned - Non OPB	Discipline Office- Inarajan Middle	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 69
DC420C2	NL2001613	Xerox Owned - Non OPB	Library- Benavente	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 69
DC432	NM9101201	Xerox Owned - Non OPB	Warehouse	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 82
DC420C2	NL2001547	Xerox Owned - Non OPB	Language Arts- GW	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 69
DC420C2	NL2001544	Xerox Owned - Non OPB	Counseling- Simon Sanchez	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 69
DC420C2	NL2001521	Xerox Owned - Non OPB	Library- Simon Sanchez	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 69
DC420C2	NL2001508	Xerox Owned - Non OPB	VP Office (Ms. Dars)- Southern	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 69
DC420C2	NL2001504	Xerox Owned - Non OPB	English- Southern	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 69
DC440S	NG4101340	Xerox Owned - Non OPB	1 <sup>st</sup> Fl. DOA Bldg- Superintendent's Support	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 128
DC440SLX	NG4003990	Xerox Owned - Non OPB	Business Office- Untalan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 158
DC440SLX	NG4003786	Xerox Owned - Non OPB	Rm D Bldg. 13-34, Tiyan- Special Education	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 158
DC440SLX	NG4003729	Xerox Owned - Non OPB	RP & E	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 158
DC440SLX	NG4003726	Xerox Owned - Non OPB	CRT Rm V, Tiyan- Special Education	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 158
DC440SLX	NG4002305	Xerox Owned - Non OPB	HSE 22 Denn's Circle/Infant Toddler- Special Education	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 158

**DOCUMENT SERVICES AGREEMENT  
SUPPLEMENTAL EQUIPMENT/SOFTWARE LISTING ADDENDUM - WITH MECs  
CONTINUATION SHEET**

Equipment Model/Software	Serial Number	Status-Description	Location	Standard Supplies Included in Pricing		MEC
DC332SLs	NC3004603	Xerox Owned - Non OPB	Maintenance	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 123
DC460SL	NE8001080	Xerox Owned - Non OPB	Headstart	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 256
DC460	NE4010981	Xerox Owned - Non OPB	Counseling- Southern	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 223
DC460	NE4000989	Xerox Owned - Non OPB	Teacher's Lounge- Inarajan Elementary	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 223
DC460	NE4000768	Xerox Owned - Non OPB	Admin Office- Benavente	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 223
DC460	NE4000745	Xerox Owned - Non OPB	DOA Bldg. 1 <sup>st</sup> Fl. Chamorro Studies	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 223
DC470SLG	NE0099696	Xerox Owned - Non OPB	Main Office- C&I	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 382
DC470SL	NE0085508	Xerox Owned - Non OPB	Data Room H- Special Education	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 525
DC470SE	NE0001589	Xerox Owned - Non OPB	Personnel	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 350
DC470SL	NE0001017	Xerox Owned - Non OPB	Business Office	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 350
DC470ST	NE0000939	Xerox Owned - Non OPB	Reading First, Brodie, Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 319
DC470	ND8001455	Xerox Owned - Non OPB	Main Office- Mu Lujan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 251
DC470	ND8001340	Xerox Owned - Non OPB	2 <sup>nd</sup> Fl. DOA Bldg. - Fed. Programs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 251
DC470	ND8001184	Xerox Owned - Non OPB	Teachers Lounge- PC Lujan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 251
DC470	ND8000846	Xerox Owned - Non OPB	Main Office- Daniel Perez	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 251
DC480	MW9001632	Xerox Owned - Non OPB	Teachers Lounge- Juan M. Guerrero	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 288
DC480	MW9000984	Xerox Owned - Non OPB	AV Room- JFK	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 288
DC480	MW9000922	Xerox Owned - Non OPB	Food Services	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 288
DC480	MW9000572	Xerox Owned - Non OPB	VP's Office- GW	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 288
DC425ASC	EYF010754	Xerox Owned - Non OPB	CRT- Southern	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 175
DC425ASC	EYF007297	Xerox Owned - Non OPB	Vision- Special Education	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 106
DC425ASC	EYF007199	Xerox Owned - Non OPB	Peds House- Special Education	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 106
DC425ASC	EYF007195	Xerox Owned - Non OPB	Parent Resource Center- Special Education	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 106
DC425ASC	EYF007008	Xerox Owned - Non OPB	JROTC, Tiyon- Special Education	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 106
DC425ASC	EYF006925	Xerox Owned - Non OPB	ROTC- Southern	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 106
DC425ASC	EYF006813	Xerox Owned - Non OPB	ROTC- GW	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 106
DC425ASC	EYF006441	Xerox Owned - Non OPB	ROTC- Simon Sanchez	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 106
DC425ASC	EYF006070	Xerox Owned - Non OPB	Transportation- Special Education	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 106



DOCUMENT SERVICES AGREEMENT  
 SUPPLEMENTAL EQUIPMENT/SOFTWARE LISTING ADDENDUM WITH MECS  
 CONTINUATION SHEET

Equipment Model/Software	Serial Number	Status Description	Location	Standard Supplies Included in Pricing		MEC
DC490STC	CTF003800	Xerox Owned - Non OPB	Main Office- Inarajan Middle	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 776
DC490STC	CTF003625	Xerox Owned - Non OPB	Teacher's Workroom- Astumbo	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 776
DC490STC	CTF003624	Xerox Owned - Non OPB	Main Office- Ocean View	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 776
DC490STC	CTF003436	Xerox Owned - Non OPB	Main Office- Oceanview	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 776
DC490STC	CTF003481	Xerox Owned - Non OPB	Xerox Room- FBLG	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 776
DC490STC	CTF003435	Xerox Owned - Non OPB	Teacher's Lounge- Benavente	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 776
DC490STC	CTF003039	Xerox Owned - Non OPB	Back Copy Room- Finegayan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 839
DC490STC	CTF001777	Xerox Owned - Non OPB	Main Office- Unalan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 839
DC490STC	CTF001609	Xerox Owned - Non OPB	Main Office- Marcial Sablan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 776
WCM20I	RYU416147	Xerox Owned - Non OPB	DOA Bldg, 1 <sup>st</sup> Fl. -Personnel	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 48
WCM20I	RYU416746	Xerox Owned - Non OPB	DI Program- Benavente	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 47
WCM20I	RYU416745	Xerox Owned - Non OPB	DI Program- Agueda	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 47
WCM20I	RYU416744	Xerox Owned - Non OPB	DI Program- Oceanview	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 47
WCM20I	RYU416740	Xerox Owned - Non OPB	DI Program- Inarajan Middle	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 47
WCM20I	RYU416739	Xerox Owned - Non OPB	DI Program- Jose Rios	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 47
WCM20I	RYU416735	Xerox Owned - Non OPB	DI Program- FBLG	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 47
WCM20I	RYU416737	Xerox Owned - Non OPB	DI Program- Unalan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 47
PS75M	PWV000545	Xerox Owned - Non OPB	Business Office	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 438
PSCTRL150	MKT666964	Xerox Owned - Non OPB	Business Office	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	\$ 203
DC432A	NM9103299	Customer-Owned	Library- Inarajan Elementary	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 0
DC470	ND8040572	Xerox Owned - Non OPB	Teachers Lounge- Ma Uillon	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 251
				<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$
				<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$
				<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$
				<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$
				<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$
				<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$
				<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$
				<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$

**DOCUMENT SERVICES AGREEMENT  
GENERAL ADDENDUM**



**THIS ADDENDUM** ("Addendum") amends the provisions of Agreement Number **7002364** (the "Agreement") between Department of Education, Guam ("you" or "Customer") and Xerox.

During the term of this Agreement, certain older installed Xerox equipment may extend beyond its end of service availability. Should this occur, you will have the option of: a) removing said piece of equipment and paying the applicable Xerox-calculated monthly equipment component (MEC), which includes a disengagement charge, in which case the associated corresponding cost will be deducted from the monthly minimum charge, or b) trading said existing equipment at the then current pricing associated with the replacement equipment and paying the applicable Xerox-calculated monthly equipment component (MEC), which includes a disengagement charge. For each unit of Equipment received from you as a "trade-in" under this Agreement, you warrant that you are transferring to Xerox good and marketable title to such Equipment free from any non-Xerox security interest, lien, or other encumbrance.

**2. TRADE-IN EQUIPMENT.** You are providing the following equipment as trade-in to Xerox as part of this Agreement ("Trade-In Equipment").

<i>EQUIPMENT MODEL / SOFTWARE</i>	Serial Number
5624TA	4WT110488
7042	8HD075650
DWC535EM	G4E023636
DWC657	T9R104437
DWC657	T9R115544

The following shall therefore apply to the above equipment:

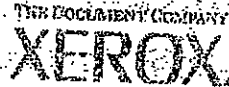
**A. TITLE TRANSFER.** You warrant that you have the right to transfer title to the Trade-In Equipment and that it has been installed and performing its intended function at the address where the replacement equipment is to be installed. Title and risk of loss to the Trade-In Equipment shall pass to Xerox when Xerox removes it from your premises.

**B. CONDITION.** You warrant that the Trade-In Equipment is in good working order, has not been modified from its original configuration (other than by Xerox), and has a UL label attached. You agree to maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox.

**C. ACCRUED CHARGES.** You agree to pay all accrued charges for the Trade-In Equipment up to and including payment of the Final Principal Payment Number and to pay all maintenance, administrative, supply and finance charges for this equipment through the date title passes to Xerox.

**3.** The following shall be added as an additional paragraph of the Agreement: "Each month you will be billed for the Monthly Minimum Charge. The number of "Impressions Included in Minimum" will count towards a Quarterly Minimum Volume (calculated as three times the Impressions Included in Minimum). At the end of each "Quarterly Period", (defined as the

**DOCUMENT SERVICES AGREEMENT  
GENERAL ADDENDUM**



three consecutive months beginning in January, April, July and October), Xerox will bill you for impressions produced in excess of the Quarterly Minimum Volume at the charge per impression set forth in the Agreement. In the event that the total number of impressions produced in a quarter is less than the Quarterly Minimum Volume, you agree to pay the Quarterly Minimum Volume. Xerox will bill you for partial quarters on a pro rata basis, based on a 30-day billing month."

Except as specified in this Addendum, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Addendum, the Addendum will control.

**XEROX CORPORATION**

**CUSTOMER**

Ginny Serikaku  
Name (Please Print)

Juan P. Flores  
Name (Please Print)

Signature

Signature

Controller

Title

Title

Date

Date